Ky. 228, 15 S. W. 513; *Brown* v. *Mathewson*, 71 Misc. 110, 129 N. Y. Supp. 907. However, a justice of the peace may have no jurisdiction at all over a suit involving more than he may award; and though the plaintiff claim a less amount, the judgment has been held void. *Story* v. *Nicpee*, 105 S. C. 265, 89 S. E. 666. Only when the plaintiff abandons his claim to the surplus is the judgment held to be a bar. *Catawba Mills* v. *Hood*, 42 S. C. 203, 20 S. E. 91; *Buxton* v. *Nelson*, 103 Ga. 327, 30 S. E. 38. In the principal case there was no such abandonment. Yet there is jurisdiction over the cause, for the statute gives jurisdiction over every person committing the wrong; the limitation is on the damage that may be awarded and is not made a measure of the justice's jurisdiction.

SEAMEN — WAGES — INTERRUPTED VOYAGE. — Seamen were engaged "for the run" or the complete voyage. The vessel was frozen in, and the voyage was interrupted. The master requested the seamen to complete the voyage, and promised they would be paid what was proper. At the end of the voyage, when a dispute arose as to the amount due, the seamen refused to unload. They now sue for wages. *Held*, the seamen are entitled to recover on a *quantum meruit*. *The Helen Fair-Lamb*, 251 Fed. 412 (Dist. Ct. E. D., Pa.).

The old rule was that no wages were due if no freight had been earned. *Icard* v. *Goold*, 11 Johns. Ch. (N. Y.) 279; *Henop* v. *Tucker*, 2 Paine, 161. But this has been changed by statute. U. S. REV. STAT. (1878) § 4525. When the voyage is abandoned by the fault of the owner or master, seamen are entitled to wages for the full voyage. *Walker* v. *The City of New Orleans*, 33 Fed. 683; *The Ocean Spray*, 4 Sawy. 105. If the voyage is abandoned because of perils of the sea, seamen may recover wages up to the time of the abandonment. *Boulton* v. *Moore*, 14 Fed. 922. See *Hindman* v. *Shaw*, 2 Pet. Adm. 264. When, however, the pay is one lump sum "for the run," nothing is earned by the seamen unless the vessel receives some benefit through freight. *Stark* v. *Mueller*, 22 Fed. 447. In such a case, if the voyage is broken up by perils of the sea, the seamen are entitled to no wages. *Stark* v. *Mueller*, *supra*. They are, however, entitled to their discharge without completing the "run." *Thorson* v. *Peterson*, 14 Fed. 742. They may also remain with the vessel and be maintained till the voyage is completed, even though their services are of no value to the ship. See *Miller* v. *Kelly*, 17 Fed. Cas. 326, 328. But if, as in the principal case, they remain with the vessel at the request of the master, and render services, they become entitled to compensation on a *quantum meruit*.

TAXATION — ENTERTAINMENTS — DUTY. — The proprietors of a restaurant furnished music with service of meals during certain intervals throughout the day. Diners only were admitted, and the charges for meals were the same whether the music was being played or not. An act provided that a duty should be levied upon all paid admissions to entertainments — an entertainment being defined as including any exhibition, performance, amusement or sport. Summonses were taken out against the proprietor for admitting persons to a place of entertainment without paying the duty. *Held*, that the provision for music did not constitute an entertainment. *Lyons & Co. Ltd.* v. *Fox*, 145 L. T. 439 (1918).

In a recent case, under very similar facts, the English court reached the opposite result. See *Attorney-General* v. *McLeod*, [1918] 1 K. B. 13. In the latter case, however, the music was not purely incidental to the service of meals, but was given in the form of a concert which took place in a separate portion of the building. Again, it was easily determined in that case what part of the full admission price was paid for the privilege of hearing the music. In the principal case, however, patrons incurred the same charges whether music was being played or not, and it seems, therefore, that no distinct portion of the sum paid

by listeners for meals went as admission price for the music. The two cases seem correct and reconcilable.

TRUSTS — RESULTING TRUSTS — WANT OF CONSIDERATION AS A GROUND FOR RESULTING TRUST IN FAVOR OF GRANTOR. — A church congregation agreed to deed the church property to the trustees of presbytery in consideration of the assumption of a mortgage, with the privilege of redemption, and the use of the church by the grantor congregation. The deed did not specify the assumption, and was on its face absolute. *Held*, the grantee held in resulting trust. *Deutsche Presbyterische Kirche* v. *Trustees of Elizabeth Presbytery*, 104 Atl. 642 (N. J.).

In the absence of unusual circumstances the prevailing American rule is that where land is conveyed by an absolute deed, with an oral agreement to hold in trust for the grantor, such agreement is unenforceable, either because contrary to the Statute of Frauds or the parol-evidence rule. *Turner* v. *McKown*, 242 Pa. St. 565, 89 Atl. 797; *Revel* v. *Albert*, 162 N. W. 595 (Ia.); *Crawford* v. *Workman*, 64 W. Va. 19, 61 S. E. 322. The English courts, however, impose a constructive trust on the grantee to prevent unjust enrichment of the grantee at the expense of the grantor. *Rochefoucauld* v. *Boustead* (1897), 1 Ch. 196. For the same reason in both England and the United States the courts treat a deed absolute on its face as a mortgage, if the parties intended it to be such. *Donlon* v. *Maley*, 60 Ind. App. 25, 110 N. E. 92; *Voris* v. *Robbins*, 52 Okla. 671, 153 Pac. 120. Logically there is no difference between an oral agreement to hold by way of mortgage or trust, and the principal case, in recognizing such and in following the English rule as to oral agreements to hold in trust, is sound.

TRUSTS — SPENDTHRIFT TRUST CREATED BY THE *CESTUI*: WHETHER GOOD AGAINST CREDITORS. — A conveyed his property to a trustee in trust for himself for life with remainder in trust for his wife and children subject to his changing the remainder by will. He further provided that the trust property and income should not be liable for his future debts. Suit by the present plaintiff, a creditor, went to judgment and execution was levied against the trustee as garnishee. *Held*, the property is liable to the plaintiff's claim. *Benedict* v. *Benedict*, 104 Atl. 581 (Pa.).

The authorities are in great conflict as to the validity of spendthrift trusts. *Broadway Nat. Bank* v. *Adams*, 133 Mass. 170; *Nichols* v. *Eaton*, 91 U. S. 716; *Bramhall* v. *Ferris*, 14 N. Y. 41. *Contra*, *Brandon* v. *Robinson*, 18 Ves. Jr. 429; *Tillinghast* v. *Bradford*, 5 R. I. 205; *Honaker* v. *Duff*, 101 Va. 675, 44 S. E. 900. But even where spendthrift trusts are allowed, where the beneficiary is also the grantor of the spendthrift trust, it has been held fraudulent as to subsequent creditors. But such cases are limited to instances where the donor also reserves to himself the right to change at any time the beneficiaries of the remainder. The view being taken is, that the donor has reserved to himself all the rights of ownership, but so transferred the property as to free it from the liabilities of ownership. *Scott* v. *Keane*, 87 Md. 709, 40 Atl. 1070; *Ghormley* v. *Smith*, 139 Pa. St. 584, 21 Atl. 135. But where the donor has definitely and conclusively given away the remainder while creating the trust, the courts allow the subsequent creditors to proceed merely against the life interest, the property of the donor-beneficiary. *Jackson* v. *Sezdlitz*, 136 Mass. 342; *Schenck* v. *Barnes*, 156 N. Y. 36, 50 N. E. 967. This view is quite logical, for since a man having no debts can give away all his property directly, he should be able to do so by the trust arrangement, even though the part of the trust referring to his life estate misfires.